

**SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN AND CENTRAL COMMUNITY COLLEGE**

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for a clinical training for health informatics students, and Nebraska Central Community College (Program Provider), a corporation of the state of Nebraska, with a place of business at 3134 West Highway 34, Grand Island, NE 68802-4903 and phone (308)-398-4222.

This is a cooperative effort to provide clinical training in public health for health informatics students enrolled at the Program. For the purposes of this Agreement, clinical training of students shall be called the Program.

II. SERVICES.

The Program Provider and City enter this Agreement for the Program Provider to:

- A. Utilize the facilities of LLCHD for student observation and experience.
- B. Provide a faculty contact for students enrolled at the Program Provider. Arrangements for experiences will be planned which are acceptable to LLCHD.
- C. Provide qualified faculty who will assume full responsibility for instruction and supervision of students. The faculty of the Program will be responsible for selecting learning experiences according to a plan worked out and agreed to upon by both parties.
- D. Require faculty to receive adequate orientation on LLCHD policies and facilities from the LLCHD before assuming responsibilities for instruction for students at LLCHD.
- E. Assume responsibility for the health and welfare of its students and faculty.
- F. Require students and faculty to:
 - 1. Dress professionally as outlined in the LLCHD Dress and Grooming Guidelines.
 - 2. Provide own transportation during Program.
- G. The number of students participating in the Program is to be negotiated based on the day of the week and room capacity of the student room at LLCHD. The number of students is to be negotiated and agreed upon before each term begins.
- H. It is understood that the Program at LLCHD will not interfere with the primary mission of the care and treatment of LLCHD's patients. The Program Provider shall require its students and faculty to adhere to LLCHD's rules, regulations, policies and procedures while on the premises.

The Program Provider and City enter into this Agreement for the City to:

- A. Provide office space at LLCHD and supplies needed to meet student needs and achieve the objectives of the learning experience.
- B. Permit students and faculty to use the LLCHD's library.
- C. Make available to students and faculty copies of LLCHD's manuals, policies, procedures, and forms relevant to the student's clinical training.
- D. Provide an orientation program on LLCHD policies and facility to new faculty.
- E. LLCHD retains the right to terminate the use of its facilities, equipment and supplies by student or faculty member when in violation of LLCHD's rules, regulations, policies or procedures occur. Such action normally shall not be taken until the grievance against any student or faculty member has been discussed with the appropriate representative of the Program Provider. LLCHD reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

In addition, the Program Provider and City mutually agree as follows:

- A. No student or faculty of the Program Provider shall be considered an employee of LLCHD or City by reason of their participation in this Program.
- B. The details of this Program will be determined through mutual planning and agreement between the Program Provider and LLCHD.
- C. Students shall be directly responsible to the Program Provider's faculty for the care provided and responsible to LLCHD to operate within LLCHD policy and to provide quality care.

III. TERM.

The term of this Agreement shall be from November 1, 2010 and shall continue until completion of all the obligations of this Agreement, but in no event longer than October 31, 2013.

IV. COMPENSATION

There shall be no additional compensation beyond the exchange of services by City and Program Provider.

V. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

VI. TERMINATION FOR CONVENIENCE.

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Program Provider with thirty (30) days written notice of the termination.

VII. TERMINATION FOR LACK OF FUNDING.

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City.

VIII. DUTIES GENERALLY.

The Program Provider agrees as follows:

1. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
2. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
3. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
4. To conduct all activities related to the services in a lawful manner.
5. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

X. PRIVACY

The City is not a "covered entity" for purposes of HIPAA, however, the Program Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Program Provider agrees that it shall:

1. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
2. Make patient information available to patients in a manner not inconsistent with HIPAA;
3. Require all employees to comply with such restrictions;
4. Report any improper use or disclosure of patient information immediately to the City.

XI. INSURANCE

- A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, students, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000.
- B. The following shall be provided and attached to this Agreement by the Program Provider:
1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance. The Program Provider may present evidence of equivalent self insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Program Provider possessed General Liability Insurance.
 2. Proof of Workers' Compensation Insurance, where appropriate.
- C. Program Provider is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. If Program Provider obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

XII. INDEMNIFICATION.

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XIII. AUDIT PROVISION

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XIV. FAIR EMPLOYMENT

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

XV. FAIR LABOR STANDARDS.

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XVI. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVII. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVIII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XIX. ELIGIBILITY TO WORK.

Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to *Neb. Rev. Stat. §4-108 to §4-114* as amended.

XX. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.

Deborah Brenner

Executive Vice-President
Central Community College

10-27-10

Date of Signature

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

Date of Execution

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/12/2010

PRODUCER

Arthur J. Gallagher RMS, Inc.
Rich Stokluska
2 Pierce Place
Itasca, IL 60143

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Selective Insurance Co of America

12572

INSURER B: Ironshore Specialty Insurance Co.

25445

INSURER C: Safety National Casualty

15105

INSURER D:

INSURER E:

INSURED

Central Community College
P.O. Box 4903
Grand Island, NE 68802-4903

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S1325529	07/01/10	07/01/11	EACH OCCURRENCE \$1,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	S1325529	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	000440400	07/01/10	07/01/11	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$
A C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	S1325529 SP4042060	07/01/10 07/01/10	07/01/11 07/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Self Insured Retentions

General Liability \$ 100,000

Employee Benefits Liability \$ 100,000

School Board Legal Liability \$ 100,000

(See Attached Descriptions)

CERTIFICATE HOLDER

Lincoln-Lancaster County Health
Attn: Andrea Mason MSN< RN
Division Manager, Comm. Health Ser
3140 N Street
Lincoln, NE 68510

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Automobile Liability \$ 100,000
Workers Compensation \$ 150,000

Annual Aggregate Excess Limits per member on Selective policy

General Liability \$3,800,000
Employee Benefits Liability \$2,900,000
School Board Legal Liability \$2,900,000
Automobile Liability n/a
Workers Compensation n/a

Retroactive Date 07/01/1991 except:
07/01/1995 for Central Community College and Mid-Plains Community College
07/01/2008 for Sexual Abuse coverage

**** Workers Comp Information ****

Selective \$350,000 xs \$150,000
Safety National xs \$500,000
Voluntary Compensation ; Other States Coverage
Foreign Voluntary (Repatriation) Workers' Comp and Employer's Liability -Workers'
Compensation=Statutory
Volunteers

**** Supplemental Name ****

Insured Multiple Names: Central Community College
Name Printed on DEC Page: Nebraska Community College Insurance Trust
Insured Multiple Names: Metropolitan Community College
Insured Multiple Names: Northeast Community College
Insured Multiple Names: Southeast Community College
Insured Multiple Names: Western Nebraska Community College
Insured Multiple Names: Mid Plains Community College Area